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10 Attorneys for Plaintiff  
11 LYNX GRILLS, INC.

12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA - SOUTHERN DIVISION

14 LYNX GRILLS, INC., a Delaware  
15 corporation,  
16  
17 Plaintiff,  
18  
19 v.  
20 0130 OUTDOOR ADVENTURES,  
21 LLC, dba ORANGE COUNTY BBQ &  
22 FIREPLACE,  
23 a California limited liability company,  
24  
25 Defendant.

**CASE NO.:**

**COMPLAINT FOR:**

- (1) **Infringement Of Federally  
Registered Trademark 15 U.S.C. §  
1114 (Lanham Act § 32)**
- (2) **Federal Unfair Competition 15  
U.S.C. § 1125(A) (Lanham Act § 43(A))**
- (3) **False Advertising 15 U.S.C. 1125(A)  
(Lanham Act § 43(A))**
- (4) **Common Law Trademark  
Infringement**
- (5) **Common Law Unfair Competition**
- (6) **California Unfair Competition  
(California Business And Professions  
Code § 17200)**

**DEMAND FOR JURY TRIAL**

1 Plaintiff, Lynx Grills, Inc. ("Lynx") by and for its Complaint, alleges on  
2 personal knowledge as to its own actions, and upon information and belief as to the  
3 actions of others, as follows:

#### 4 INTRODUCTION

5 1. This is an action at law and in equity for trademark infringement, false  
6 advertising, and unfair competition. Plaintiff, Lynx, is the premier manufacturer of  
7 luxury, stainless steel outdoor kitchen products and accessories that are sold  
8 exclusively through authorized dealers and distributors. Defendant, 0130 Outdoor  
9 Adventures, LLC, dba Orange County BBQ & Fireplace ("Outdoor Adventures"), a  
10 retailer of grills, outdoor islands, fireplaces, and various other items for the  
11 outdoors, is not an authorized dealer or distributor of Lynx products, but has  
12 actively used the LYNX trademarks in connection with its retail website, and the  
13 sale and distribution of Lynx products without the consent and authorization of  
14 Lynx. Outdoor Adventures' use of the LYNX mark is likely to cause confusion or  
15 mistake and to deceive consumers as to the source of the products provided under  
16 that mark, or as to the sponsorship or other commercial affiliation of Outdoor  
17 Adventures' retail business with Lynx, and these activities are all likely to cause  
18 considerable harm to Lynx and its business.

#### 19 THE PARTIES

20 2. LYNX was incorporated in the State of Delaware in 2004, and  
21 maintains its principal place of business at 5895 Rickenbacker Road, Commerce,  
22 California 90040.

23 3. Upon information and belief, Outdoor Adventures was registered in  
24 the State of California on or about January 1, 2016, and is a California limited  
25 liability company having a principal place of business 2278 Newport Blvd., Costa  
26 Mesa, CA 92627, and a registered agent address at 1927 Harbor Blvd., Suite 610,  
27 Costa Mesa, CA 92627.

## JURISDICTION AND VENUE

4. This is an action seeking injunctive relief, monetary remedies, other equitable remedies, and attorneys' fees based upon Outdoor Adventures' trademark infringement, false advertising, and unfair competition in connection with its use of the LYNX trademarks in relation to its retail services and outdoor products, which unlawful acts have occurred, in significant part, in the state of California and in this district.

5. This Court has subject matter jurisdiction over this lawsuit pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1338 and 1367, and pursuant to the Court's pendent jurisdiction.

6. This Court has personal jurisdiction over Outdoor Adventures because, inter alia, Outdoor Adventures, through its retail store at 2278 Newport Blvd., Costa Mesa, CA 92627, is present in this judicial district, transacts business in this judicial district, and has committed acts in this judicial district upon which the claims asserted in this lawsuit are based.

7. Venue is proper in this judicial district under the provisions of 28 U.S.C. § 1391(b) and (c).

## PLAINTIFF AND ITS LYNX BUSINESS

8. As reflected on its website, [www.lynxgrills.com](http://www.lynxgrills.com), Lynx is the premier manufacturer of luxury, stainless steel outdoor kitchen products and accessories built exclusively for outdoor use and provides these products exclusively through authorized distributors and dealers in the United States and Canada.

9. Since 1996, Lynx has provided professional grills and a family of related products for luxury outdoor kitchens. The Lynx professional grills are known as the "world's greatest grill," and are built for durability and performance, while carrying the company's signature stainless steel look.

1           10. Because Lynx only sells its products through authorized distributors  
2 and dealers, Lynx has gone to considerable expense to design and control its  
3 marketing collateral. In doing so, it exercises great care and deliberation with  
4 respect to the best way to present its products in light of various concerns such as  
5 the overall impression on the consumer, the accuracy of product representations,  
6 and reducing the risk of copying by competitors.

7           11. To ensure accurate product representation as well as consistent sales  
8 and maintenance of its products, Lynx regulates all uses of its trade name,  
9 trademarks, and marketing collateral by express agreement with authorized  
10 distributors and dealers.

11           12. LYNX is an arbitrary term with respect to “barbecue grills, gas grills  
12 and electric grills,” among other goods, and was adopted by Lynx’s predecessor-in-  
13 interest to identify the particular goods that are the subject of the trademark  
14 registrations infringed by Outdoor Adventures.

15           13. Through Lynx’s longstanding, extensive and exclusive use of LYNX,  
16 Lynx has enjoyed tremendous commercial success, in part, due to its sale of  
17 products under the LYNX trademarks. The LYNX marks are readily recognized by  
18 consumers of luxury grills and outdoor kitchen products and are a valuable asset of  
19 Lynx.

20           14. Further, LYNX is the subject of U.S. Trademark Registration Nos.  
21 2,609,766 (“the ’766 registration”) for the mark LYNX, and 2,666,091 (“the ’091  
22 registration”) for the mark LYNX & Design (Lynx’s logo), both of which were  
23 issued to Lynx’s predecessor-in-interest. The above-referenced registrations were  
24 issued on August 20, 2002 and December 24, 2002 respectively, based on a first  
25 use in commerce date of January 01, 1997, in conjunction with “barbecue grills, gas  
26 grills and electric grills.”

1           15. These registrations have achieved “incontestable” status under the  
2 Federal Trademark Act. Lynx is also the owner of several other LYNX formative  
3 U.S. Trademark Registrations, including U.S. Trademark Registration Nos.  
4 3,881,367 (“the ‘367 registration”) for the mark CALIFORNIA GRILL BY LYNX  
5 & Design, which has also achieved incontestable status, 4,606,115 for the mark  
6 SEDONA BY LYNX (“the ‘115 registration”), 5,078,514 for the mark NAPOLI  
7 PIZZA OVEN BY LYNX (“the ‘514 registration”), and 5,200,383 for the mark  
8 ASADO BY LYNX (“the ‘383 registration”). Lynx is also the owner of LYNX  
9 formative U.S. Trademark Application Nos. 86/973,616 for the SMARTGRILL BY  
10 LYNX mark (“the ‘616 application”) and 86/973,609 for the mark SONOMA  
11 SMOKER BY LYNX (“the ‘609 application). Copies of the LYNX and LYNX  
12 formative registrations and applications are attached to this Complaint as Exhibit A.

13           16. Pursuant to 15 U.S.C. § 1057(b), Lynx registrations are prima facie  
14 evidence of the validity of Lynx’s claim to trademark rights in LYNX, and of the  
15 exclusive right of Lynx to use the LYNX marks in commerce in connection with  
16 “barbecue grills, gas grills and electric grills,” “barbecue grills, gas grills, and  
17 electric grills; accessories and complementary products for barbecue grills, gas  
18 grills, and electric grills, namely, collapsible barbecue islands and components  
19 thereof, namely, side burners, access doors, utility drawers, and refrigerators sold as  
20 an assembly or as individual units,” “carts for gas burning ovens,” “gas burning  
21 ovens; accessories for gas burning ovens, namely, carts adapted to fit gas burning  
22 ovens, excluding barbecues and grills,” “interactive computer software for  
23 providing interactive connectivity to grills for the purposes of controlling  
24 temperature, timing and settings, for storing and recalling of personal settings and  
25 cooking preferences, and for monitoring and tracking the cooking process, energy  
26 conservation and shutdown in barbecue grills, and gas grills; computer software for  
27 barbecue grills and gas grills, namely, computer operating software and  
28 downloadable software application for mobile devices, personal computers,

1 consoles, tablets for remotely controlling barbecue grills and gas grills,” “barbecue  
2 grills; barbecue smokers; barbecue smoker accessories sold as an assembly with  
3 barbeque smokers, namely, convection plates, lava rock for use in barbecue  
4 smokers, smoker boxes, mobile kitchen carts, wireless local area network enabled  
5 antenna, prep and serve countertop, power burners, side burners with prep stations,  
6 single and double burners, LCD control screens, temperature probes, wire racks,  
7 and dip trays; smoker ovens,” and “barbecue grills, gas grills; accessories and  
8 complementary products for barbecue grills and gas grills, namely, ovens and  
9 burners for grills; griddle plates sold as a feature of the grills.”

10 17. Through its predecessor-in-interest, Lynx commenced use of both  
11 LYNX and LYNX and Design in U.S. commerce at least as early as January 1,  
12 1997, providing it with a right of priority in connection with the “barbecue grills,  
13 gas grills, and electric grills.” Additionally, pursuant to 15 U.S.C. § 1057(c), the  
14 November 18, 2001 filing of the LYNX and LYNX and Design applications, which  
15 matured into the ’766 and ’091 registrations, constituted constructive use of the  
16 LYNX trademark on that filing date, conferring a right of priority, nationwide in  
17 effect, in connection with the goods specified in the registration (namely, goods  
18 associated with “barbecue grills, gas grills and electric grills”) against any other  
19 entity (with certain statutory exceptions, none of which applies to Outdoor  
20 Adventures).

21 18. Accordingly, Lynx is the owner of all rights in and to the LYNX  
22 trademarks for use on and in connection with “barbecue grills, gas grills and  
23 electric grills.”

#### 24 **OUTDOOR ADVENTURES’ WRONGFUL ACTS**

25 19. On information and belief, at all times relevant to this Complaint,  
26 Outdoor Adventures is and has been aware of Lynx’s business and the products it  
27 sells under the LYNX trademarks, and the goodwill represented and symbolized by  
28 the LYNX marks.

1           20. Outdoor Adventures is not an authorized distributor or dealer of Lynx  
2 products.

3           21. Outdoor Adventures is not licensed to use any of the LYNX family of  
4 trademarks.

5           22. Recently, Lynx became aware of Outdoor Adventures' use of the  
6 LYNX trademark and the LYNX logo throughout its retail website without the  
7 express permission of Lynx. See Exhibit B (a true and correct copy of a screenshot  
8 of Outdoor Adventures' retail website bearing the LYNX mark and LYNX logo).

9           23. On information and belief, Outdoor Adventures' unauthorized use of  
10 the LYNX name in connection with its retail website was made with full awareness  
11 of Lynx's prior rights to and usage of the LYNX trademarks.

12           24. Further, Outdoor Adventures was made aware of the  
13 unauthorized nature of such use due to the successive cease and desist letters and  
14 electronic mailings sent on March 21, 2017 and April 26, 2017, and the delivery of  
15 the April 26, 2017 correspondence by process server on May 25, 2017.

16           25. Outdoor Adventures' unauthorized use of the LYNX trademarks leads  
17 consumers to erroneously believe that Outdoor Adventures is affiliated with or  
18 sponsored by Lynx as an authorized retailer, distributor, or dealer of Lynx's high  
19 end luxury outdoor kitchen products. Moreover, because Lynx has at least 19  
20 authorized dealers within 20 miles of Outdoor Adventures' location, consumers are  
21 more likely to erroneously believe that Outdoor Adventures is another reputable,  
22 authorized retailer, distributor, or dealer of Lynx products.

23           26. In addition to unauthorized use of the LYNX trademarks, Outdoor  
24 Adventures disparages Lynx's products, while directing consumers to other brands  
25 of outdoor grills. See Exhibit C (true and correct copies of web pages from  
26 www.orangecountybackyard.com).

27           27. Soon after Lynx became aware of Outdoor Adventures' unauthorized  
28 use of its marks, and disparagement of its products, counsel for Lynx sent, by



1 Federal Express and electronic mail on March 21, 2017, a cease and desist letter to  
2 Outdoor Adventures demanding, inter alia, that Outdoor Adventures terminate its  
3 use of the LYNX trademarks, and remove its disparaging comments regarding  
4 Lynx's products. A copy of the March 21, 2017 letter is attached hereto as Exhibit  
5 D.

6 28. Outdoor Adventures did not respond to the March 21, 2017 cease and  
7 desist letter; however, Outdoor Adventures removed some of the LYNX  
8 trademarks.

9 29. Counsel for Lynx sent a second cease and desist letter, by Federal  
10 Express and electronic mail on April 26, 2017, to Outdoor Adventures demanding  
11 the remaining uses of the LYNX trademarks and disparaging comments regarding  
12 Lynx's products be removed from Outdoor Adventures' retail website. A copy of  
13 the April 26, 2017 letter is attached hereto as Exhibit E.

14 30. Outdoor Adventures refused to accept delivery of the April 26, 2017  
15 correspondence.

16 31. On May 25, 2017 Lynx delivered the April 26, 2017 letter via process  
17 server, and confirmed Outdoor Adventures' receipt of its second demand for  
18 removal of its LYNX trademarks and the disparaging comments relating to Lynx's  
19 products. A copy of the signed affidavit of Kelley Hansen dated May 25, 2017 is  
20 attached hereto as Exhibit F.

21 32. The unauthorized use of the LYNX trademarks on Outdoor  
22 Adventures' website attempts to attract consumers to Outdoor Adventures' retail  
23 website by leading consumers to erroneously believe that Outdoor Adventures is an  
24 authorized retailer, distributor, or dealer of the famous Lynx outdoor kitchen  
25 products, only to then disparage the Lynx products, while directing consumers to  
26 other brands.

27 33. Outdoor Adventures' use of the LYNX trademarks unfairly and  
28 unlawfully wrests from Lynx control over the federally registered LYNX



1 trademarks as well as the considerable goodwill and reputation Lynx has cultivated  
2 in the marks.

3 34. Lynx has no control over Outdoor Adventures' business, and Lynx's  
4 valuable reputation and the hard-earned goodwill built up in the LYNX trademarks  
5 for many years may be permanently damaged if Outdoor Adventures continues to  
6 associate its store and products sold therein under the guise of being an authorized  
7 Lynx dealer using the LYNX trademarks.

8 35. Unless such conduct is enjoined, Outdoor Adventures' acts will greatly  
9 injure the value of the LYNX trademarks and the ability of Lynx to commercially  
10 identify its products under the LYNX marks.

# 11 **COUNT I**

## 12 **INFRINGEMENT OF FEDERALLY REGISTERED TRADEMARK**

### 13 **15 U.S.C. § 1114 (LANHAM ACT § 32)**

14 36. Lynx repeats and incorporates by reference the allegations of  
15 Paragraphs 1 through 35 as if fully set forth herein.

16 37. Lynx is the owner of several U.S. Trademark Registrations, including  
17 U.S. Trademark Registration Nos. 2,609,766 and 2,666,091 and the LYNX  
18 trademarks made the subject of those registrations, in which the registrations are  
19 valid, subsisting, and in full force and effect.

20 38. Outdoor Adventures' conduct is likely to cause confusion, to cause  
21 mistake or to deceive consumers as to the origin, source, or sponsorship of Outdoor  
22 Adventures' retail services, and is likely to create the false impression that Outdoor  
23 Adventures' products are authorized, sponsored, endorsed or licensed by, or  
24 affiliated with Lynx.

25 39. The public, including Outdoor Adventures, has been on constructive  
26 notice of Lynx's exclusive rights in the LYNX trademarks since 2002, well over ten  
27 years before Outdoor Adventures began to market its retail services in connection  
28 with the LYNX marks.



1 caused and is causing substantial irreparable harm to Lynx and will continue to  
2 damage Lynx and to deceive consumers unless enjoined by this Court.

3 48. Lynx has no adequate remedy at law.

### 4 **COUNT III**

### 5 **FALSE ADVERTISING**

### 6 **15 U.S.C. § 1125(A) (LANHAM ACT § 43(A))**

7 49. Lynx repeats and incorporates by reference the allegations of  
8 Paragraphs 1 through 48 as if fully set forth herein.

9 50. Outdoor Adventures has made false and misleading statements in  
10 connection with Lynx products on its retail website. A copy of Outdoor  
11 Adventures' statements is attached hereto as Exhibit C.

12 51. Outdoor Adventures has stated "if you're looking at Lynx BBQ's,  
13 come see the Blaze Pro products - MUCH better quality and LESS money - you  
14 will clearly see why Blaze is outpacing Lynx in the high-end grill market!" on its  
15 retail website's landing page. Outdoor Adventures' statement is false and/or  
16 misleading.

17 52. Outdoor Adventures has made false and misleading statements  
18 regarding Lynx's products on the landing page of its website. On information and  
19 belief, Outdoor Adventures made false and misleading statements regarding Lynx's  
20 products to promote and sell product brands Outdoor Adventures carries and sells.

21 53. Outdoor Adventures' false and misleading statements actually  
22 deceived or had the tendency to deceive a substantial segment of consumers.

23 54. Outdoor Adventures promotes itself as a knowledgeable source for  
24 barbeque grills, gas grills, and electric grills, among other outdoor products.  
25 Outdoor Adventures' false and misleading statements regarding the quality and  
26 value of Lynx's products of consumers, while using LYNX trademarks without  
27 authorization is calculated to deceive consumers. Outdoor Adventures' deceptive  
28 statements and unauthorized association with Lynx is material to Lynx's harm.

55. Outdoor Adventures made false and misleading statements on its website, which is accessible throughout, at minimum, the United States. Outdoor Adventures' false and misleading statements relating to Lynx's products entered interstate commerce via Outdoor Adventures' website.

56. Due to Outdoor Adventures' false and misleading statements regarding Lynx's products on its retail website, Lynx has been and is likely to continue to be injured by a decrease in goodwill associated with Lynx's products. Further, Outdoor Adventures' false and misleading statements relating to Lynx's products on its retail website are diverting sales from Lynx to brands Outdoor Adventures sells via its brick and mortar store(s) and retail website.

57. Outdoor Adventures has caused and is causing substantial irreparable harm to Lynx and will continue to damage Lynx, and to deceive consumers, unless enjoined by this Court.

58. Lynx has no adequate remedy at law.

## COUNT IV

## COMMON LAW TRADEMARK INFRINGEMENT

59. Lynx repeats and incorporates by reference the allegations of Paragraphs 1 through 58 as if fully set forth herein.

60. Outdoor Adventures' conduct is likely to cause confusion, to cause mistake or to deceive consumers as to the origin, source, or sponsorship of Outdoor Adventures' retail services and products offered in connection with the LYNX marks, and is likely to create the false impression that Outdoor Adventures' products are authorized, sponsored, endorsed or licensed by, or affiliated with Lynx.

61. Outdoor Adventures had actual and constructive notice of Lynx's exclusive rights in the LYNX trademarks since 1997, years before Outdoor Adventures began to market its retail services in connection with the LYNX marks.

62. Outdoor Adventures' conduct is willful, in bad faith, and with full

1 knowledge that Outdoor Adventures has no right, license or authority to use the  
2 LYNX trademarks or any other designation confusingly similar thereto.

3 63. Outdoor Adventures' conduct is intended to reap the benefit of the  
4 goodwill that Lynx has created in the LYNX trademarks, and constitutes trademark  
5 infringement in violation of the common law of California and other states.

6 64. Because Outdoor Adventures is using the LYNX trademarks in  
7 connection with its business in an unauthorized manner, Outdoor Adventures has  
8 caused and is causing substantial irreparable harm to Lynx and will continue to  
9 damage Lynx, and to deceive consumers, unless enjoined by this Court.

10 65. Lynx has no adequate remedy at law.

## 11 **COUNT V**

### 12 **COMMON LAW UNFAIR COMPETITION**

13 66. Lynx repeats and incorporates by reference the allegations of  
14 Paragraphs 1 through 65 as if fully set forth herein.

15 67. Outdoor Adventures' conduct is likely to cause confusion, to cause  
16 mistake, or to deceive consumers as to the origin, source, or sponsorship of Outdoor  
17 Adventures' retail services and products offered in connection with the LYNX  
18 marks, and is likely to create the false impression that Outdoor Adventures'  
19 products are authorized, sponsored, endorsed or licensed by, or affiliated with  
20 Lynx.

21 68. Outdoor Adventures' conduct constitutes unfair competition in  
22 violation of the common law of California and other states.

23 69. Outdoor Adventures' conduct is willful, in bad faith, and with full  
24 knowledge that Outdoor Adventures has no right, license or authority to use the  
25 LYNX trademarks or any other designation confusingly similar thereto.

26 70. Because Outdoor Adventures is using the LYNX trademarks in  
27 connection with its business in an unauthorized manner, Outdoor Adventures has  
28 caused and is causing substantial irreparable harm to Lynx and will continue to

1 damage Lynx, and to deceive consumers, unless enjoined by this Court.

2 71. Lynx has no adequate remedy at law.

3  
4 **COUNT VI**

5 **CALIFORNIA UNFAIR COMPETITION**

6 **(CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200)**

7 72. Lynx repeats and incorporates by reference the allegations of  
8 Paragraphs 1 through 71 as if fully set forth herein.

9 73. Outdoor Adventures' aforesaid conduct, as alleged in Lynx's above  
10 claims for relief, also constitutes unfair, unlawful, and fraudulent business practices  
11 in violation of California Business and Professions Code § 17200, et seq.

12 74. The wrongful acts of Outdoor Adventures proximately caused, and  
13 will continue to cause, Lynx substantial injury including confusion of potential  
14 customers, injury to its reputation, and diminution of the value of its trademarks.  
15 These actions will cause imminent irreparable harm and injury to Lynx, the amount  
16 of which will be difficult to ascertain, if Outdoor Adventures' acts continue.

17 75. As a direct and proximate result of Outdoor Adventures' wrongful  
18 acts, Plaintiff has been injured and damaged, and is entitled to injunctive relief and  
19 restitution in an amount to be proven at trial.

20 76. Lynx has no adequate remedy at law.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff respectfully requests the following relief:

23 A. Permanent injunction prohibiting Outdoor Adventures, its officers,  
24 directors, agents, principals, divisions, representatives, servants, employees,  
25 associates, subsidiaries, affiliates, attorneys, successors and assigns, and all persons  
26 acting by, through, under or in active concert or in participation with or controlled,  
27 either directly or indirectly, by any of them, from using the LYNX trademarks, or  
28 any confusingly similar variation thereof, as, or as a component of, a trademark,

1 trade name or otherwise, in connection with the advertising, promoting, marketing,  
2 offering, selling or provision of its retail services and related products in the United  
3 States, and from otherwise infringing the LYNX trademarks;

4 B. Permanent injunction requiring Outdoor Adventures to remove all  
5 appearances of the LYNX trademarks, and any confusingly similar variations  
6 thereof, from its web pages, brick and mortar stores, business forms, mailing labels,  
7 invoices, sales aids, advertisements, and all other advertising, sales and promotional  
8 materials;

9 C. An order requiring the surrender to Plaintiff of all goods and other  
10 materials in Outdoor Adventures' possession, custody or control and bearing the  
11 LYNX trademarks, or any other designation which incorporates the LYNX  
12 trademarks, for the destruction of such goods and materials by Plaintiff, and  
13 requiring further the filing and service of a certified report by Outdoor Adventures,  
14 identifying and attesting to the surrender of those goods and other materials, in such  
15 particular details as the Court shall deem appropriate;

16 D. An order requiring the issuance of a corrective notice by Outdoor  
17 Adventures, approved in advance by the Court, and sent to each customer who  
18 purchased from Outdoor Adventures any product bearing the LYNX marks or any  
19 of the LYNX trademarks was and is in violation of Plaintiff's proprietary rights in  
20 the LYNX trademarks confusingly similar variations thereof, which notice indicates  
21 that Outdoor Adventures is neither an authorized distributor or dealer of the LYNX  
22 trademarked products, and that Outdoor Adventures' use;

23 E. An accounting for all profits derived by Outdoor Adventures and its  
24 subsidiaries and affiliates from their unlawful acts;

25 F. An award of such monetary remedies in an amount sufficient to  
26 compensate Plaintiff for losses it has sustained as a consequence of Outdoor  
27 Adventures' unlawful acts, as well as the profits of Outdoor Adventures and its  
28 subsidiaries and affiliates attributable to the unlawful acts;



1 G. An award of treble damages or other enhanced monetary remedies to  
2 Plaintiff;

3 H. An award of attorney's fees and costs to Plaintiff; and

4 I. Such further relief as the Court may deem just and appropriate.

5 **JURY DEMAND**

6 Plaintiff hereby demands a jury trial pursuant to Rule 38(b) of the Federal Rules of  
7 Civil Procedure.

8  
9 Respectfully Submitted,

10 LYNX GRILLS, INC.

11  
12 Date: June 16, 2017

By: /s/Mandy H. Kim

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